

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING
SUNNYVALE PARK, FORTUNA PARK, AND CANYON RIM PARK IN
MILLCREEK CITY AVAILABLE FOR DISPOSAL AND AUTHORIZING THE
TRANSFER OF SUNNYVALE PARK, FORTUNA PARK, AND CANYON RIM
PARK FROM SALT LAKE COUNTY TO MILLCREEK CITY

RECITALS

- A. Salt Lake County (“County”), owns fee title to three adjacent parcels of real property located in Millcreek City, Utah (hereinafter referred to as the “City”), at approximately 3096 South Grace Street, Millcreek City, Utah 84109, commonly known as Canyon Rim Park (Parcel Nos. 16-26-326-001, 16-26-326-022, and 16-26-178-004, hereinafter referred to as “Canyon Rim Park”).
- B. County also owns fee title to a parcel of real property located in the City, at approximately 4620 South Fortuna Way, Millcreek City, Utah 84123, commonly known as Fortuna Park (Parcel No. 22-02-479-056, hereinafter referred to as “Fortuna Park”).
- C. County also owns fee title to a parcel of real property located in the City, at approximately 4013 South 700 West, Millcreek City, Utah 84123, commonly known as Sunnyvale Park (Parcel No. 15-36-351-064, hereinafter referred to as “Sunnyvale Park”).
- D. Canyon Rim Park, Fortuna Park, and Sunnyvale Park shall be referred to herein as the “Parks” and/or the “County Properties.”
- E. The County Properties are currently used as parks, but the County has determined that the County Properties should be transferred to and administered by the City. An agreement to transfer ownership and maintenance of the County Properties has been negotiated between the County and the City.
- F. The County desires to formally transfer and convey the Parks to the City, and the City

desires to formally take and receive the Parks from the County for the purposes and on the terms and conditions set forth in the Interlocal Cooperation Agreement (the “Agreement”) and the Quitclaim Deeds (“Quitclaim Deeds”), attached as Exhibits A, B, and C respectively to the Agreement, which is attached hereto as Exhibit 1, and incorporated herein by this reference.

G. A public hearing was held on October 4, 2022, at the County Government Center to discuss the transfer of the Parks by the County to the City.

H. Having held a public hearing and having provided notice, the County may now declare the County Properties available for disposal.

I. It has been determined that the best interests of the County, the City and the general public will be served by declaring the County Properties available for disposal and by authorizing the execution of the Interlocal Cooperation Agreement and the Quitclaim Deeds attached to this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the real properties constituting the County Properties are hereby declared available for disposal to another municipal entity.

IT IS HEREBY FURTHER RESOLVED by the Salt Lake County Council that the transfer of the Parks from the County to the City is hereby approved, and the Mayor is authorized and directed to execute the Interlocal Cooperation Agreement and Quitclaim Deeds, attached hereto as Exhibit 1.

[Signature Page Follows Below]

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this _____
day of _____, 2023.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder Newton, Chair

ATTEST:

Lannie Chapman
Salt Lake County Clerk

Council Member Alvord voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Granato voting _____
Council Member Harrison voting _____
Council Member Stewart voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____
Council Member Winder Newton voting _____

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT 1
(Interlocal Cooperation Agreement)

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is made effective this ___ day of _____, 2022, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (“County”), and **MILLCREEK**, a Utah municipal corporation (“City”). County and City may each be referred to herein individually as a “Party” and jointly as the “Parties.”

RECITALS

WHEREAS, UTAH CODE ANN. § 11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, UTAH CODE ANN. § 11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon; and

WHEREAS, the City and the County are public agencies as contemplated in the above referenced sections of the Utah Code (more specifically referred to as UTAH CODE ANN. § 11-13-101, *et seq.* - Interlocal Cooperation Act); and

WHEREAS, the conveyance of property provided herein is an interest in real property as contemplated in the Interlocal Cooperation Act; and

WHEREAS, the County owns a parcel of real property known as Sunnyvale (formerly Valley Central) Park located at approximately 4013 South 700 West, Millcreek City, Utah 84123 (Parcel No. 15-36-351-064, and as further described in the Quit Claim Deed attached hereto as Exhibit A, and incorporated herein by this reference), which is in the public use as a public park; and

WHEREAS, the County also owns a parcel of real property known as Fortuna Park located at approximately 4620 South Fortuna Way, Millcreek City, Utah 84123 (Parcel No. 22-02-479-056, and as further described in the Quit Claim Deed attached hereto as Exhibit B, and incorporated herein by this reference), which is in the public use as a public park; and

WHEREAS, the County also owns a parcel of real property known as Canyon Rim Park located at approximately 3096 South Grace Street, Millcreek City, Utah 84109 (Parcel No. 16-26-326-001, 16-26-326-022, 16-26-178-004, as further described in the Quit Claim Deed attached hereto as Exhibit C, and incorporated herein by this reference), which is in the public use as a public park; and

WHEREAS, Sunnyvale Park, Fortuna Park, and Canyon Rim Park, hereinafter are collectively referred to as the “Parks”; and

WHEREAS, the County desires to formally transfer and convey the Parks to the City, and the City desires to formally take and receive the Parks from the County, for the purposes and on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. **Conveyance.** The County shall convey the Parks to the City via quit claim deeds (hereinafter “Quit Claim Deeds”) for the purpose of operating and maintaining neighborhood parks. The City shall be solely responsible for maintaining the Parks and shall repair or replace improvements thereon as necessary to maintain their current function and use.

Section 2. **Consideration.** County and City agree that in consideration of the mutual benefit afforded the citizens of City and County, the restrictions on use identified in Section 3, and the exchange of agreed upon consideration in accordance with Section 11-13-214 of the Interlocal Cooperation Act, the County will convey the Parks to City as outlined herein.

Section 3. **Use Restriction.** The Parks shall be used by City solely as public parks:

A. The Quit Claim Deeds conveying the Parks shall include a perpetual restriction requiring the Parks to be used by City or its successors in interest solely as a public park or open space, and in the event City ceases using any portion of the Parks as a public park or open space, the Parks will revert to County in its entirety.

Section 4. **Operation of the Parks.** Upon transfer of the Parks to City, City shall be solely responsible for the operation and maintenance of the Parks, and City shall indemnify County from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorneys’ fees, and costs of investigation) directly or indirectly arising out of, caused by, or resulting from, in whole or in part, City’s operation and maintenance of the Parks or any act or omission of City, any independent contractor retained by City, or anyone directly or indirectly employed by them, while working on and/or maintaining the Parks.

Section 5. **Duration and Termination.** This Agreement shall take effect upon execution and terminate upon the performance by the Parties of all the obligations described herein. The Parties intend that the conveyance of the Parks shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the exchange of title for the Parks shall survive such exchange of title and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than 50 years.

Section 6. **Additional Interlocal Act Provisions.** In compliance with the requirements of the Act and other applicable law:

(a) No Interlocal Entity. The Parties agree that they do not by this Agreement create an interlocal entity.

(b) Joint Board. As required by UTAH CODE ANN. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and the City's Manager or designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

(c) Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the County and the City in accordance with UTAH CODE ANN. § 11-13-202.5.

(e) Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each Party, pursuant to UTAH CODE ANN. § 11-13-209.

(f) Manner of Acquiring, Holding or Disposing of Property. The Parks shall be acquired, held or disposed of pursuant to the terms of this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

Section 7. **General Provisions**. The following provisions are also integral parts of this Agreement:

(a) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

(b) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) Waiver of Breach. Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(h) Time of Essence. Time is of the essence in this Agreement.

(i) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at their respective addresses.

(k) Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

(l) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “Immunity Act”). Consistent with the terms of the Immunity Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither Party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(m) Ethical Standards. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County’s Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

IN WITNESS OF THIS INTERLOCAL COOPERATION AGREEMENT, the City, by resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its City Recorder; and the County, by resolution of its County Council, caused this Agreement to be signed by the Salt Lake County Mayor, or her designee, his or her signature being duly notarized.

[Signature Page Follows Below]

SALT LAKE COUNTY

By: _____
Mayor or Designee

Recommended for Approval:

Director of Salt Lake County Parks and Recreation

Recommended for Approval:

Director of Salt Lake County Public Works

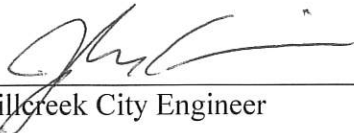
Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

MILLCREEK, Utah municipality

By:  _____
Mayor or Designee

Recommended for Approval:



Millcreek City Engineer

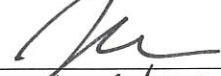


ATTEST:



Millcreek City Recorder

Reviewed and Advised As To Form and Legality:



11/14/22, City Attorney

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2022, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County

Exhibit A
(Sunnyvale Park Quitclaim Deed)

WHEN RECORDED, RETURN TO:
Salt Lake County
Salt Lake County Real Estate Manager
2001 South State Street, S3-110
Salt Lake City, Utah 84190

Tax ID. No. 15-36-351-064

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, (hereinafter referred to as “Grantor”), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quitclaims to Millcreek City, a Utah municipal corporation (hereinafter referred to as “Grantee”), the following described parcel of land commonly known as Sunnyvale Park (formerly known as Valley Center Park), located at 4013 South 700 West, Millcreek City, Salt Lake County, State of Utah 84123 (the “Property”), and as more specifically described in Exhibit A, attached hereto and incorporated herein by this reference.

Perpetual Restriction. The Property is to be used by Grantee or its successors in interest solely as a public park or open space, if Grantee ceases using any portion of the Property as a public park or open space, the Property will revert to Grantor in its entirety.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this ___ day of _____, 2023.

SALT LAKE COUNTY

By _____
Mayor or Designee

SALT LAKE COUNTY CLERK

County Clerk

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this ___ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this __ day of _____, 2023, personally appeared before me _____,
who being duly sworn, did say that s/he is the County Clerk of Salt Lake County, and that the
foregoing instrument was signed in his/her official capacity, and by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County

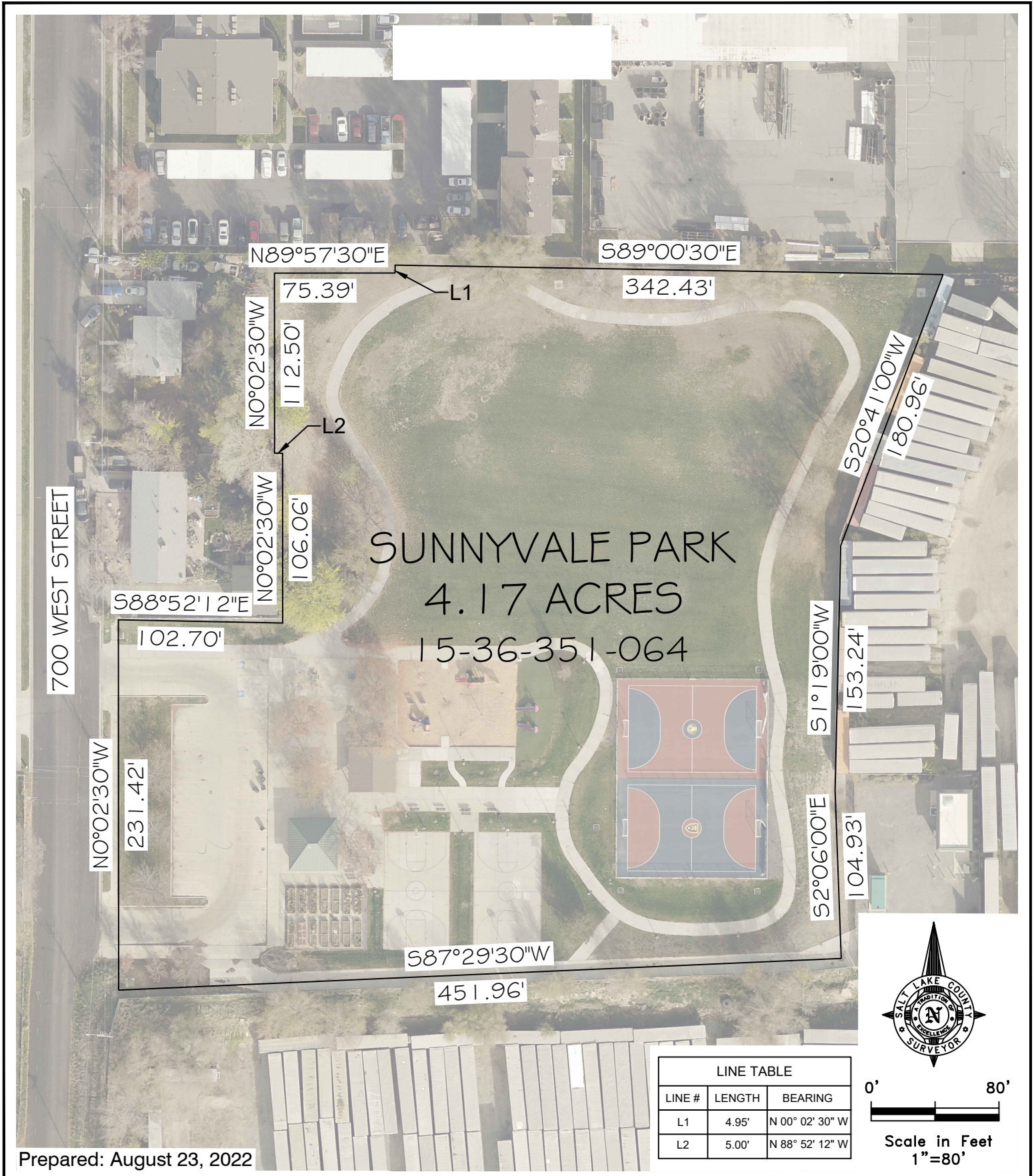
Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT A
(Legal Description)

Parcel 15-36-351-064

BEGINNING N 0°02'30" W 1009.61 FEET & N 88°52'12" W 75.41 FEET FROM THE SOUTHWEST CORNER OF SECTION 36, T. 1S., R. 1W., SALT LAKE BASE & MERIDIAN; THENCE N 0°02'30" W 112.5 FEET; THENCE N 89°57'30" E 75.39 FEET; THENCE N 0°02'30" W 4.95 FEET; THENCE S 89°00'30" E 342.43 FEET; THENCE S 20°41' W 180.96 FEET; THENCE S 1°19' W 153.24 FEET; THENCE S 2°06' E 104.93 FEET; THENCE S 87°29'30" W 451.96 FEET; THENCE N 0°02'30" W 231.42 FEET; THENCE S 88°52'12" E 102.7 FEET; THENCE N 0°02'30" W 106.06 FEET; THENCE N 88°52'12" W 5 FEET TO BEGINNING. 4.17 AC 6986-2555, 2553 5115-1381 5112-1474 6896-2557 7093-0126



SUNNYVALE PARK
 4.17 ACRES
 15-36-351-064

700 WEST STREET

N89°57'30"E
 75.39'
 L1
 342.43'
 S89°00'30"E
 N0°02'30"W
 112.50'
 L2
 N0°02'30"W
 106.06'
 S88°52'12"E
 102.70'
 S20°41'00"W
 180.96'
 S1°19'00"W
 153.24'
 S2°06'00"E
 104.93'
 N0°02'30"W
 231.42'
 S87°29'30"W
 451.96'



Scale in Feet
 1"=80'

LINE TABLE		
LINE #	LENGTH	BEARING
L1	4.95'	N 00° 02' 30" W
L2	5.00'	N 88° 52' 12" W

Prepared: August 23, 2022

SUNNYVALE PARK
4013 S. 700 W.
QUITCLAIM DEED - 4083:Q

Prepared for:
 Salt Lake County Real Estate

Section 35 & 36, T.1S, R.1W, S.L.B.&M.
 Work Order No. W071422014

Drawn by: CJL
 Checked by: SVK

Prepared by the Office of:
 Reid J. Demman, P.L.S.
 Salt Lake County Surveyor

2001 S. State St. #N1-400
 Salt Lake City, Utah 84114-4575
 (385) 468-8240



Exhibit B
(Fortuna Park Quitclaim Deed)

WHEN RECORDED, RETURN TO:
Salt Lake County
Salt Lake County Real Estate Manager
2001 South State Street, S3-110
Salt Lake City, Utah 84190

Tax ID. No. 22-02-479-056

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, (hereinafter referred to as "Grantor"), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quitclaims to Millcreek City, a Utah municipal corporation (hereinafter referred to as "Grantee"), the following described parcel of land commonly known as Fortuna Park, located at 4620 South Fortuna Way, Millcreek City, Salt Lake County, State of Utah 84123 (the "Property"), and as more specifically described in Exhibit A, attached hereto and incorporated herein by this reference.

Perpetual Restriction. The Property is to be used by Grantee or its successors in interest solely as a public park or open space, if Grantee ceases using any portion of the Property as a public park or open space, the Property will revert to Grantor in its entirety.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this __ day of _____, 2023.

SALT LAKE COUNTY

By _____
Mayor or Designee

SALT LAKE COUNTY CLERK

County Clerk

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this __ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this __ day of _____, 2023, personally appeared before me _____,
who being duly sworn, did say that s/he is the County Clerk of Salt Lake County, and that the
foregoing instrument was signed in his/her official capacity, and by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

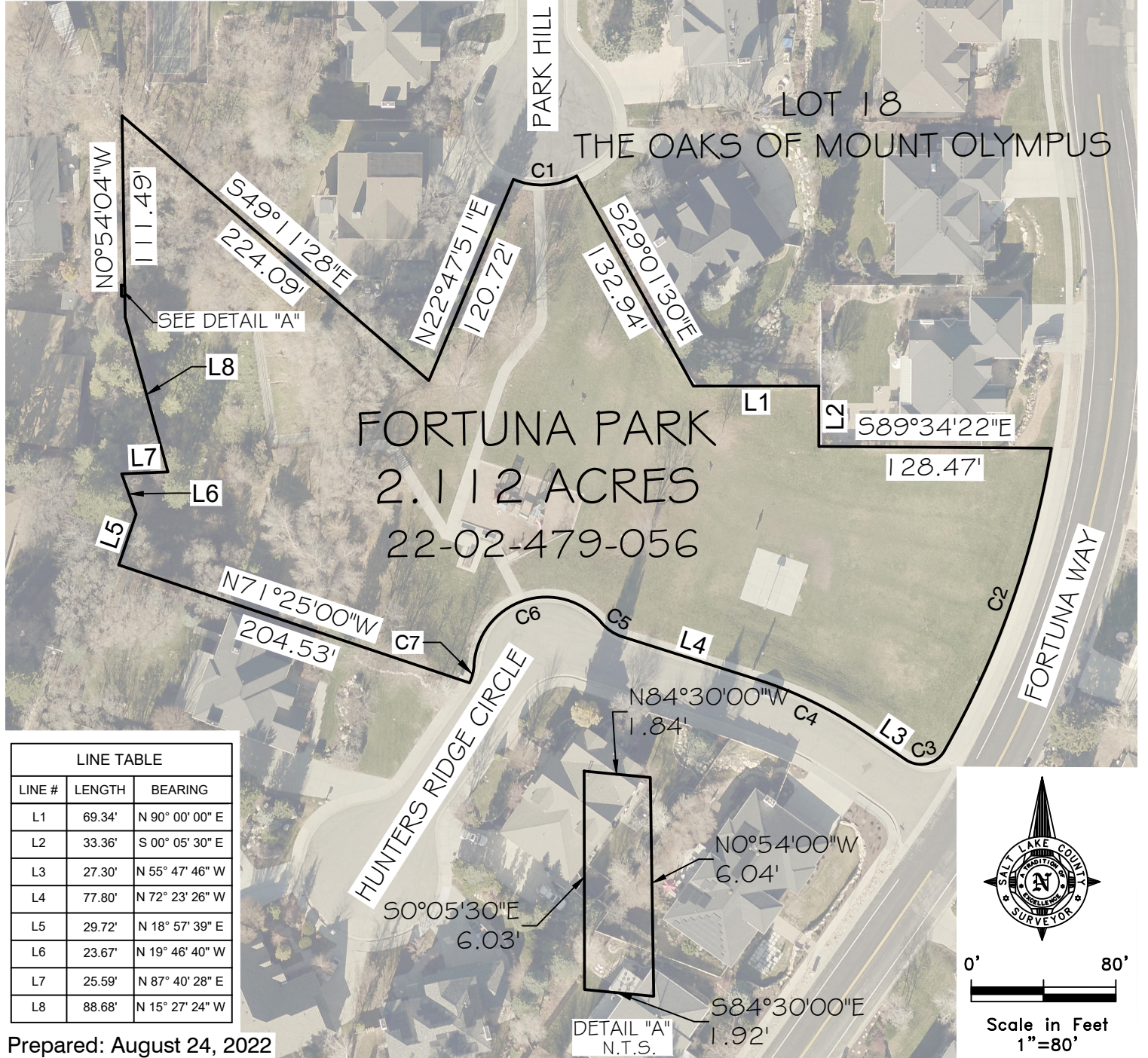
EXHIBIT A
(Legal Description)

Parcel 22-02-479-056

LOT 18, THE OAKS OF MOUNT OLYMPUS. ALSO BEGINNING S 0°05'30" E 273.71 FEET FROM THE NORTHWEST CORNER OF VACATED LOT 657, OAKCLIFF PARK #6 SUBDIVISION; THENCE S 0°05'30" E 6.03 FT; THENCE S 84°30' E 1.92 FT; THENCE N 0°54'00" W 6.04 FEET; THENCE N 84°30' W 1.84 FEET TO BEGINNING.
6360-1018

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHD BRG	CHD LEN
C1	36.18'	40.00'	51°49'20"	N 86° 53' 10" E	34.96'
C2	178.19'	505.76'	20°11'11"	S 19° 26' 08" W	177.27'
C3	24.79'	15.00'	94°40'31"	S 76° 51' 59" W	22.06'
C4	66.82'	230.71'	16°35'40"	N 64° 05' 36" W	66.59'
C5	14.05'	25.00'	32°12'15"	N 56° 17' 19" W	13.87'
C6	95.41'	40.00'	136°40'04"	S 71° 28' 47" W	74.35'
C7	9.97'	25.00'	22°50'53"	S 14° 34' 11" W	9.90'



LINE TABLE

LINE #	LENGTH	BEARING
L1	69.34'	N 90° 00' 00" E
L2	33.36'	S 00° 05' 30" E
L3	27.30'	N 55° 47' 46" W
L4	77.80'	N 72° 23' 26" W
L5	29.72'	N 18° 57' 39" E
L6	23.67'	N 19° 46' 40" W
L7	25.59'	N 87° 40' 28" E
L8	88.68'	N 15° 27' 24" W

Prepared: August 24, 2022



FORTUNA PARK
4620 S. FORTUNA WAY
QUITCLAIM DEED - 4082:Q

Prepared for:

Salt Lake County Real Estate

Section 02, T. 2S., R. 1E., S.L.B.&M.
Work Order No. W071422014

Drawn by: CJL
Checked by: SVK

Prepared by the Office of:

Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240

Exhibit C
(Canyon Rim Park Quitclaim Deed)

WHEN RECORDED, RETURN TO:
Salt Lake County
Salt Lake County Real Estate Manager
2001 South State Street, S3-110
Salt Lake City, Utah 84190

Tax ID. Nos. 16-26-326-001, 16-26-326-022, and 16-26-178-004

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, (hereinafter referred to as "Grantor"), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quitclaims to Millcreek City, a Utah municipal corporation (hereinafter referred to as "Grantee"), the following described parcel of land commonly known as Canyon Rim Park, located at 3096 South Grace Street, Millcreek City, Salt Lake County, State of Utah 84109 (the "Property"), and as more specifically described in Exhibit A, attached hereto and incorporated herein by this reference.

Perpetual Restriction. The Property is to be used by Grantee or its successors in interest solely as a public park or open space, if Grantee ceases using any portion of the Property as a public park or open space, the Property will revert to Grantor in its entirety.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this ___ day of _____, 2023.

SALT LAKE COUNTY

By _____
Mayor or Designee

SALT LAKE COUNTY CLERK

County Clerk

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this ___ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this __ day of _____, 2023, personally appeared before me _____,
who being duly sworn, did say that s/he is the County Clerk of Salt Lake County, and that the
foregoing instrument was signed in his/her official capacity, and by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT A
(Legal Description)

Parcel 16-26-326-001

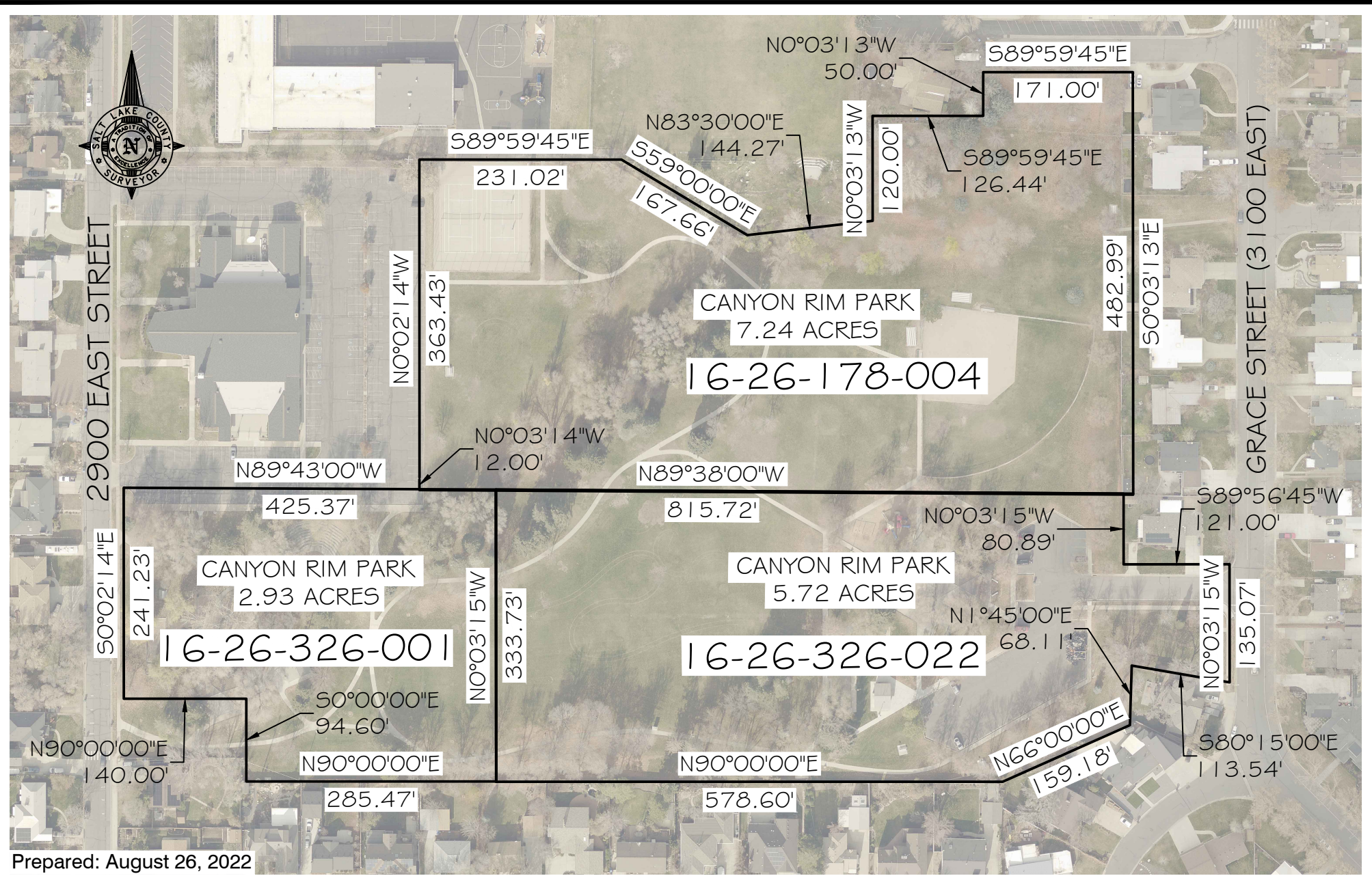
COMMENCING 1152.87 FEET NORTH & 1.5 RODS EAST FROM THE CENTER OF SOUTHWEST 1/4 SECTION 26, T1S, R1E SALT LAKE BASE & MERIDIAN; THENCE N 0°02'14" W 241.23 FEET; THENCE S 89°43' E 338.07 FEET; THENCE S 0°03'13" E 12 FEET; THENCE N 89°38' E 87.4 FEET MORE OR LESS; THENCE S 0°03'15" E 333.73 FEET; THENCE WEST 285.47 FEET; THENCE NORTH 94.6 FEET; THENCE WEST 140 FEET TO BEGINNING. 2.93 AC 2418-0521

Parcel 16-26-326-022

BEGINNING 15 FEET EAST FROM THE NORTHWEST CORNER OF LOT 9 EAST MILLCREEK HEIGHTS ADDITION NO 2; THENCE EAST 578.6 FEET; THENCE N 66° E 159.18 FEET; THENCE N 1°45' E 68.11 FEET; THENCE S 80°15' E 113.54 FEET TO WEST LINE OF GRACE STREET; THENCE N 0°03'15" W 135.07 FEET; THENCE S 89°56'45" W 121 FEET; THENCE N 0°03'15" W 80.89 FEET; THENCE N 89°38' W 717.32 FEET; THENCE S 0°03'15" E 334.05 FEET MORE OR LESS TO BEGINNING. 5.72 AC. 2235-549

Parcel 16-26-178-004

COMMENCING N 0°02'14" W 75.57 FEET & S 89°59'45" E 351.98 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, T1S R1E, SALT LAKE BASE & MERIDIAN; THENCE N 0°02'14" W 363.43 FEET; THENCE S 89°59'45" E 231.02 FEET; THENCE S 59° E 167.66 FEET; THENCE N 83°30' E 144.27 FEET; THENCE N 0°03'13" W 120 FEET; THENCE S 89°59'45" E 126.44 FEET; THENCE N 0°03'13" W 50 FEET; THENCE S 89°59'45" E 171 FEET; THENCE S 0°03'13" E 482.99 FEET; THENCE N 89°38' W 815.72 FEET N 0°03'14" W 12 FEET MORE OR LESS TO BEGINNING. 7.24 AC. 2235-547



Prepared: August 26, 2022



CANYON RIM PARK
3096 S. GRACE STREET
QUITCLAIM DEED - 4081:Q

Prepared for:
SALT LAKE COUNTY REAL ESTATE

Sec. 26, T.1S., R.1E., S.L.B.&M.
 Work Order No. W071422014

Prepared by the Office of:
 Reid J. Demman, P.L.S.
 Salt Lake County Surveyor

2001 S. State St. #N1-400
 Salt Lake City, Utah 84114-4575
 (385) 468-8240

0' 37.5' 75' 150'

Scale in Feet
 1"=150'

Prepared By: CJL Date: 08/26/2022
 Checked By: SVK Date: 08/26/2022